



Parks and Recreation

18230 SE 240th St.

Covington, WA 98042

Phone: (253) 480-2480

Email: parks@covingtonwa.gov

Covington
parksandrecreation 

CONTRACT INSTRUCTOR INFORMATION PACKET



Covington: Unmatched quality of life

WELCOME TO THE COVINGTON PARKS AND RECREATION DEPARTMENT

This pamphlet is designed to help acquaint individuals interested in teaching a class with Covington Parks and Recreation. Please read through the entire pamphlet and then feel free to ask any additional questions you may have.

Our Mission Statement: *Provide quality youth and family oriented cultural and recreational opportunities in the most cost effective manner for city residents and visitors to the community. Work with local businesses and service organizations to provide community events and partner for the development of the arts in support of an unmatched quality of life.*

The Covington Parks Department is proud to serve the residents of Covington by offering a variety of quality classes, events, and activities for the entire family.

We are looking to hire responsible instructors who have a passion for their job. The information on the following pages will help you learn the department policies, procedures, and expectations of our instructors.

**PLEASE NOTE THE FOLLOWING DEADLINES: ALL INSTRUCTOR INFORMATION
MUST BE TURNED IN BY THE CLASS CONFIRMATION DEADLINE.**

Season	Classes Run	Class Confirmation	Active Net Upload	Registration Opens
Winter	Jan.-March	Sep. 15	Oct. 15	Dec. 1
Spring	April-June	Jan. 15	Feb. 15	March 1
Summer	July, August	March 15	April 15	May 1
Fall	Sept.-Dec.	June 15	July 15	Aug. 1

REQUIREMENTS OF THE CONTRACT INSTRUCTOR

INSURANCE

The Service Provider shall provide a Certificate of Insurance and **additional insured endorsement page(s)** evidencing:

- A. Commercial General Liability insurance written on an ISO occurrence basis form CG 00 01 and shall cover liability arising from premises, operations, property damage, independent contractors and personal injury and advertising injury, with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.
- B. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

WASHINGTON STATE BUSINESS LICENSE

Each instructor/contractor is required to have and provide a copy of their Washington State Business License.

CITY BUSINESS LICENSE

Each instructor/contractor is required to have and provide a copy of their City of Covington business license per the Covington Municipal Code. The following is a link to our website for more information:

http://www.covingtonwa.gov/city_departments/communitydevelopment/permitservices/index.html

OTHER INFORMATION

ADVERTISING

The key to a successful class is great advertising. The Program Assistant will be working on advertising classes throughout the city. Your assistance in marketing your classes would be greatly appreciated. You are welcome to assist in the advertising process! Prior to publishing any marketing material please send to jmartinsons@covingtonwa.gov for approval. The Recreation Department will be advertising through our website, flyers, and public service announcements.

PAYMENT/MONEY

Currently the City of Covington pays instructors on a 70/30 split. This means the instructor receives 70% of the gross activity fee. If programs take place at your facility we will do an 80/20 split. Instructors do need to provide all of their own supplies for their classes.

These percentages are subject to change in the future.

The remainder of the revenue goes to the Parks and Recreation department for administrative costs, facility rental, promotion and supplies, and registration fees.

All class fees are collected by the Parks and Recreation Department: (253) 480-2480 at the Aquatics Center. The following is a link to the City of Covington Parks and Recreation Departments website: http://www.covingtonwa.gov/city_departments/parks/index.html. It is the responsibility of the instructor to assure that all participants are registered and have paid for the class. The city will provide the instructor with a class roster. This roster should be used to track attendance and verify that fees have been paid. A W-9 is also required. Click [here](#) for the City's W-9

ROOM SET UP/CLEAN UP

Most classes will be held in the community room located at Covington City Hall (16720 SE 271st Street, Suite 100 Covington, WA 98042-4964). The community room is used by several different groups and must be left in the condition it was found. It is the instructors' responsibility to set-up and clean-up this room.

IMPORTANT INFORMATION

1. If you are late or unable to make your class, please contact the Recreation Supervisor Pat Patterson at (253) 480-2400 (daytime), (206) 856-9568 (after hours), or City Hall (253) 480-2400

immediately! You should make an effort to contact your students in the event of an absence. Make-up dates are to be arranged with the Recreation Supervisor as soon as possible.

2. If your students are attending but not paying for the class you are teaching them for free. Students not paying by the second class meeting are to be dropped from the class. You are paid only from the revenues we receive.

3. Refunds may be issued at the request of the student. All refunds will be pro-rated after the first class meeting and will be assessed a \$10.00 processing fee. The \$10.00 processing fee will be waived in the event a class is canceled by the department.

4. In the event of a seriously injured participant, follow all proper first aid procedures according to the level of your certified training. If you are not trained in first aid, then your immediate action is to report the situation to the Recreation Supervisor. You will need to notify the Recreation Supervisor immediately if a student is injured during your class regardless of the severity. You will also be required to fill out an accident report.

5. All instructors should check class enrollments three working days before the first class meeting. Instructors must make a decision at that time whether or not they are going to hold the class. If an instructor chooses to cancel a class (because registration numbers have not met the minimum), the class will be canceled in the registration system; those who signed up for the class will be notified and refunded by the department.



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CLASS PROPOSAL FORM

Please complete the following form and return to our office as soon as possible. Thank You!

Name of Class: _____

Instructor: _____ Phone: _____

Mailing Address: _____ City/Zip: _____

Business Name: _____ UBI#: _____

_____ EIN#: _____

Class Description: _____

Proposed Day for your classes to meet: _____

Time From: _____ am ☐ pm ☐ Time To: _____ am ☐ pm ☐

Location of Class: _____

Recommended Fee: \$ _____ Per Class ☐ Month ☐ Session ☐

Is there a material fee? Yes ☐ No ☐ What does it cover? _____

What is the cost?: \$ _____

Minimum number of participants needed: _____

Maximum Number of Participants you can handle: _____

Age Level of Students: _____

Are there any special clothing or materials that are required for your students?: _____

Please indicate your background and experience as it relates to this class:

Please list one personal and one business reference (these will be checked)

Business

1. Name: _____ Address: _____

Phone: _____ Alt. Phone: _____

Personal

2. Name: _____ Address: _____

Phone: _____ Alt. Phone: _____

We will review the information you provided and check your references. We will then contact you regarding teaching classes for the City of Covington Parks and Recreation department. Completion of this form does not imply a contract. No guarantees can/will be made for the proposed classes to be offered by the City of Covington Parks and Recreation Department.

SAMPLE CONTRACT:

RECREATION PROGRAM SERVICE PROVIDER AGREEMENT

This agreement, dated (Agreement Date), is entered into by and between the City of Covington ("City") and (Service Provider Name) ("Service Provider").

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. Service Provider will facilitate the following recreation program activity(ies) on the date(s) and at the location(s) specified below, with participants paying the listed activity(ies) fee through the City's Parks & Recreation programs:
2.

<u>Activity Name</u>	<u>Location</u>	<u>Date(s)</u>	<u>Activity Fee</u>
Program Name	Program Location	Program Dates	Program Cost
3. The pay rate to the Service Provider for the above activity(ies) will be at (Percentage) % of the above listed activity fee and will be considered a contract service.
4. A City business license will be required of the Service Provider, per the Covington Municipal Code, to run the specific activity(ies) listed above.
5. No Service Provider will be considered an employee of the City at any time; and all Worker's Compensation will be provided solely by the Service Provider as per State requirements. The term "Service Provider" throughout this agreement includes the Service Provider in its entirety: its staff, employees, volunteers, and agents.
6. The City and the Service Provider, in mutual agreement only, reserve the right to cancel any activity(ies).
7. The Service Provider agrees to the following:
 - The Service Provider will provide all necessary equipment supplies for these programs.
 - The Service Provider will collect any additional fees for equipment and supplies.
 - The Service Provider is responsible for the supervision of all program participants, parents, family and spectators involved with their program while they are utilizing the City or School District facilities.
 - The Service Provider will make sure that the space used during class is swept and picked-up after each class.
 - The Service Provider will report directly to Pat Patterson, Recreation and Aquatics Manager in all matters concerning the (Program(s) Name) run through the Covington Parks & Recreation Department.

- The Service Provider will work in conjunction with the Kent School District custodians and will abide by the decisions and requirements of the school custodian.
8. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

9. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representative, employees or subcontractors. Service Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Service Provider shall provide a Certificate of Insurance and **additional insured endorsement page(s)** evidencing:

- C. Commercial General Liability insurance written on an ISO occurrence basis form CG 00 01 and shall cover liability arising from premises, operations, property damage, independent contractors and personal injury and advertising injury, with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.
- B. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

The CITY, its officers, volunteers, and agents shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Service Provider and **a copy of the endorsement naming** the City, its employees, officers, volunteers, and agents as additional insured shall be attached to the Certificate of Insurance and **provided to the City before the contract is finalized**. A copy of the certificate and endorsement shall be provided

to the City prior to commencement of the work. The City reserves the right to request certified copies of any required insurance policies.

The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. Any payment of deductible or self-insured retention shall be the sole responsibility of the Service Provider. The Service Provider's insurance shall be primary insurance with respect to the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

10. The Service Provider shall reimburse the City of Covington, in full, for any damage to City property which may arise from, or in connection with, the Service Provider's activity(ies) and is determined to be caused by the negligence of the Service Provider.

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

Signed and mutually agreed to this ____ day of _____, _____.

**Authorized Representative for
SERVICE PROVIDER**

**Authorized Representative for
CITY OF COVINGTON**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Tax I.D. # _____